

KENTUCKY

INTERAGENCY COOPERATIVE FIRE MANAGEMENT AGREEMENT

Between

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE,
DANIEL BOONE NATIONAL FOREST**

and

**THE COMMONWEALTH OF KENTUCKY
NATURAL RESOURCES & ENVIRONMENTAL PROTECTION CABINET
DIVISION OF FORESTRY**

IN ACCORDANCE WITH

Granger Thye Act of April 24, 1950 (16 USC Section 572); May 27, 1955 (42 USC 1856); Cooperative Funds and Deposits Act of December 12, 1975 (16 USC 565 a-1); September 20, 1922 (16 USC 594); August 25, 1916 (16 USC 1b-1); June 28, 1934 (43 USC 315a); June 30, 1949 (41 USC 252); October 21, 1976 (43 USC 1701); Disaster Relief Act of May 22, 1974 (42 USC 5122 and 5187); Economy Act of June 30, 1932 (31 USC 1535); Reciprocal Fire Act of May 27, 1955 (42 USC 1856a); Federal Land Policy and Management Act of 1976 (43 USC 1701); Cooperative Funds Act of June 30, 1914 (16 USC 498);

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PURPOSE

The purpose of this Cooperative Fire Management Agreement (hereinafter referred to as the Agreement) is to document agreement and commitment to fire management assistance and cooperation. This Agreement is entered into by and between:

- ◆ The Commonwealth of Kentucky, Natural Resources & Environmental Protection Cabinet, Division of Forestry, hereinafter called the Division; and
- ◆ The United States Department of Agriculture, Forest Service, Daniel Boone National Forest, hereinafter called the Forest Service.

The Forest Service and the Division may hereinafter be jointly referred to as the "Agencies".

Words and phrases used herein may have different meanings or interpretations for different readers. In order to establish a common understanding, words and phrases as used herein are defined in a Glossary attached as EXHIBIT A.

RECITALS

Whereas: State and Private lands and Forest Service lands are intermingled or adjacent, and wildland fires on these intermingled or adjacent lands may present a threat to lands owned, administered, or controlled by either Agency,

Whereas: The Forest Service maintains fire protection of Forest Service lands, and the Division provides for organized fire protection and technical fire assistance and coordination for State, County, and privately-owned lands within Kentucky through aiding and assisting county and local entities;

Whereas: It is to the mutual advantage of the Division and the Forest Service to coordinate efforts for the prevention, mitigation of threat, readiness, detection, suppression of wildfires, and use of fire to meet management objectives in and adjacent to their areas of responsibility, to avoid duplication, and to improve efficiency and effectiveness;

Whereas: The counties and local fire service entities have fire protection responsibilities and provide fire suppression services within their jurisdictions;

Whereas: It is the intent of the parties hereto that Division resources be available to assist in the suppression of wildfires on all Federal lands, and on other lands upon which the Forest Service provide fire suppression support, including other States, Canada, and Mexico, the Division will also be available to provide support to other emergency operations, as allowed by regulation;

Whereas: It is the intent of the parties hereto that Federal resources be available to assist in the management of all wildland fires on all State, County, and private lands for which the Division provides protection through State, county and local resources.

NOW, THEREFORE, in consideration of the mutual premises and conditions herein made, it is agreed as follows:

INTERAGENCY COOPERATION AND COORDINATION

1. Direction: The Agencies shall provide general oversight for the Kentucky Interagency Coordination Center. The Agencies will utilize working teams or committees as necessary to develop guidelines and procedures for coordination of fire management activities and to oversee implementation.

2. Local Cooperative Initiatives: Agencies will encourage and support local cooperative initiatives that enhance cooperation and improve coordination and efficiencies.

3. Joint Projects and Local Agreements: The Division and the Forest Service may jointly conduct mutual interest projects, within their statutory authority, to maintain or improve the fire management capability of the agencies. These projects may be in such activities as suppression, dispatch, prevention, investigation, pre-attack planning, fuels management, prescribed fires, aviation operations, fire operations, training, fire management analysis and planning, arson mitigation, ignition management planning, fire area rehabilitation, public affairs, presuppression land rehabilitation, wildland/urban interface fire coordination and other beneficial efforts. Such projects will be documented in operating plans, local agreements, or other appropriate written documents. Documentation will include the objectives, role of each agency, and each Agency's share of costs.

Such local arrangements shall not be in conflict with the terms of this Agreement. Local agreements may be executed as delegated to unit administrators of agencies party to this Agreement.

4. Incident Command System: The Agencies will operate under the concepts of the National Interagency Incident Management System (NIIMS) and its Incident Command System (ICS) as appropriate for providing qualified resources and for the management of incidents encompassed under the terms of this agreement.

5. Kentucky Interagency Coordination Center (KICC): The Agencies agree to maintain, support, and participate in KICC. Agencies agree to use KICC as the central focal point for national, regional, and statewide intelligence gathering, coordination and prioritization of fire management resources, resource ordering, and services for wildland fire emergencies and prescribed fire. Staffing, funding, and level of participation will be agreed to and documented in annual operating plans. The Southern Area Mobilization

Guide (SAMG) will be the primary document to identify approved policy, procedures, and organizations. The SAMG will be the primary document of approved procedures and guidelines for dispatching fire resources within the Southern Region and the National Interagency Mobilization Guide for national requests.

This will not preclude the Division from entering into compacts or cooperative agreements with other State or local agencies where fire suppression forces may be ordered and sent directly between cooperators without involving the KICC.

6. Multi-Agency Coordinating (MAC) Groups: During periods when fire management activity is significant enough to require prioritization of fires in order to allocate critical or scarce resources, MAC groups will be established to accomplish that priority setting. Three levels of MAC groups may be assembled as appropriate: Southern Area, State, or local.

7. Action Plans: An Action Plan will be developed and become a part of this agreement. The Action Plan will outline the details of implementing this Interagency Cooperative Fire Management Agreement.

8. Fire Prevention Policies: Unit Administrators will assure that fire prevention goals, objectives, and activities are planned and addressed in Action Plan. Specific fire prevention plans should be developed by local interagency fire management personnel. Agencies may pool resources and share costs of wildland fire prevention activities and/or fire prevention teams.

9. Fuels Management: The Agencies agree to cooperate in the development and implementation of fuels management programs and projects.

If parties to this Agreement conduct a cooperative fuels management program, details covering cost sharing, reimbursement, and jurisdictional responsibility for implementation, management, and completion shall be agreed upon and documented in a project plan. Parties to this agreement will pursue all avenues available within law, statute, policy, and procedure to cooperate across jurisdictional and political boundaries.

10. Licensing: Drivers and equipment operators will hold appropriate operating licenses to meet agency, State, and federal regulations. Drivers and operators will not be exempt from Department of Transportation requirements, including CDL licensing.

11. Training: The Agencies will cooperate in wildland fire, prescribed fire, aviation, and first responder training, including scheduling, course development, course presentation, and selection of trainees. Local cooperators will be included in this cooperative approach whenever practical. In order to accomplish these objectives, in part, the Agencies will support and participate in Interagency Training Committees.

12. Communication Systems: The Agencies may mutually agree to allow one another

the use of communications systems such as radio frequencies, computer system access, data transmission lines, and communication sites when there is a mutual benefit to the parties. Such agreement shall be approved only by authorized personnel for each Agency and will be documented in the Action Plan.

13. Automatic Weather Stations: The Agencies may cooperate in the gathering, processing, and use of fire weather data, including the purchase of compatible sensing systems and joint use of computer software as authorized. The Agencies will jointly evaluate and agree to any deletions or additions to the system.

14. Aviation Operations

- A. General: The agencies agree to cooperate in use of aviation resources to foster effective and efficient use of aircraft and personnel. All aviation activities shall be conducted in accordance with each agency's aviation rules, policies and directives, and Aviation Operation Plans.
- B. Interagency Aviation Operations: Interagency funding, staffing, and utilization of helicopter programs, airtanker bases, and fixed-wing operations (including Single Engine Air Tankers) will be pursued when an interagency approach is appropriate and cost effective.
- C. Inventories of and/or procedures for aviation operations will be provided in the Southern Area Interagency Incident Mobilization Guide.
- D. Pilot and Aircraft Approvals: Federal policy requires Federal and State pilots and aircraft to be inspected and approved by carding or letter of certification by the Forest Service or the USDI Office of Aircraft Services (OAS) for Federal agency missions or transport of Federal employees.
- E. Contract/Rental Vendors: Federal policy requires that pilots and aircraft be inspected and carded, either by the Forest Service, the USDI-OAS, Department of Transportation, or Federal Aviation Administration as required.

PROTECTION RESPONSIBILITIES

15. Definition of responsibilities: The parties hereto shall be distinguished as follows:

- ◆ Protecting Agency - The agency responsible for providing direct wildland fire protection to a given area pursuant to this agreement.
- ◆ Supporting Agency - An agency providing fire suppression or other support and resources to the Protecting Agency.

- ◆ **Jurisdictional Agency** - The agency which has overall land and resource management and/or protection responsibility as provided by Federal or State law.

16. Protection Areas and Boundaries: Annually, the Agencies will agree upon wildland fire protection responsibilities for lands within their respective jurisdictions. This will normally be accomplished at the local level.

FIRE MANAGEMENT METHODS AND RESPONSE AREAS

17. Reciprocal (Mutual Aid) Fire Protection Areas: As deemed appropriate, the Agencies may, by agreement, establish reciprocal initial attack zones for lands of intermingled or adjoining protection responsibility.

Within such zones, a Supporting Agency will, upon request or voluntarily, take initial attack action in support of the Protecting Agency. The Protecting Agency will not be required to reimburse the Supporting Agency for costs incurred following the initial dispatch of any ground resources to the fire for the duration of the mutual aid period. The mutual aid period, not to exceed 24 hours, will be documented in the annual operating plans.

Under no circumstances will the Supporting Agency be required to deplete local resources to honor a request.

Aviation resources will be outlined separately for mutual aid response in the annual operating plans as applicable.

18. Reimbursable (Cooperative) Fire Protection: The Protecting Agency may request fire suppression resources of others for its protection work. Such resources are to be paid for by the Protecting Agency.

19. Exchange (Offset) Fire Protection: Agencies may exchange responsibility for fire protection for lands under their jurisdiction. The rate of exchange will be based upon comparable cost, acreage involved, complexity, and other factors as may be appropriate and mutually agreed to by the parties. Exchange zones will be documented in the Action Plan.

The provisions described in the Boundary Fires section apply to fires that occur on or near the boundary of exchange zones.

20. Fee Basis (Contract) Fire Protection: For an agreed upon fee, one Agency may assume fire protection responsibilities on lands under the jurisdiction of another. The terms and conditions of such arrangements must be included in the Annual Operating Plan.

FIRE SUPPRESSION

- 21. Closest Forces Concept:** The primary guiding principle for dispatch of initial and extended attack suppression resources will be the use of the closest available resource concept, regardless of the ownership of those resources and regardless of which Agency has protection responsibility.
- 22. Shared Resources:** Interagency funding, staffing, and utilization of aircraft, engines, crews, or fire facilities will be pursued wherever an Interagency approach is appropriate and cost effective. Staffing and funding will be commensurate with each Agency's use of the resources and will be agreed to and included in the Action Plan.
- 23. Fire Notifications:** Each Agency will promptly notify the appropriate Protection Agency of fires burning on or threatening lands for which that Agency has protection responsibility.
- 24. Protection Priorities:** The protection of human life is the single, overriding suppression priority. Once people have been committed to an incident, these human resources become the highest value to be protected.
- 25. Boundary Fires:** A fire burning on, or adjacent to, a known or questionable protection boundary will be the initial attack responsibility of the protecting agencies on either side of the boundary. The initial attack Incident Commanders of the involved Agency shall mutually agree upon fire suppression objectives, strategy, and the commitment and funding of agency suppression resources.
- 26. Suppression of Fires on Lands Under the Direct Protection of Another Agency:** A participating agency may, upon its own initiative and with appropriate notification and coordination, attack wildland fires on lands which are under the direct protection of the other agency. The parties to this agreement shall not perform any fire suppression action which is contrary to limitations found in the appropriate operating plan. The protecting agency will assume command of all fire suppression action when a qualified incident commander of that agency arrives at the fire.
- 27. Appropriate Management Response:** All fire suppression action conducted on lands of the other Agency will be consistent with that Agency's fire suppression policy and the terms of this Agreement.
- Unless otherwise agreed, the Jurisdictional Agency will provide a Resource Advisor to advise the Protecting Agency of any special conditions which may influence suppression action. The Incident Commander will incorporate special conditions in the incident planning process, subject to delegation of authority.
- 28. Wildland Fire Situation Analysis (WFSA):** The Forest Service policies require that a Wildland Fire Situation Analysis be completed for all fires on Federal land which

escape initial suppression action. This procedure requires Federal Agency unit administrator participation. When fires occur on State-protected Federal lands, the responsible unit administrator will actively involve the State in this process. Operating Plans will contain procedures for development and unit administrator approval of the Wildland Fire Situation Analysis. Responsibility for strategic and tactical implementation shall rest with the Incident Commander.

29. Determination of Cause and Preservation of Evidence: As initial action is taken on a fire, the initial attack forces, regardless of whether they are Jurisdictional Agency, Protecting Agency or Supporting Agency, will immediately gather and preserve information and evidence pertaining to the origin and cause of the fire. Agencies shall render mutual assistance in investigation and law enforcement activities, and in court prosecutions to the fullest extent possible. Each Agency shall be responsible for fire-related law enforcement activities on wildfires that originate on their respective lands. To the extent permitted by Federal and State law, the Protecting Agency will provide investigation files relative to the fire to the Jurisdictional Agency for legal action and/or prosecution.

30. Fire Reports: In incidents where the Protecting Agency is not the Jurisdictional Agency, the Protecting Agency will furnish a copy of their fire report to the Jurisdictional Agency within 15 days after the fire is declared out.

31. Post-Fire Analysis: To benefit from lessons learned on fire incidents falling under the terms of this Agreement, the Agencies may conduct post-fire analyses. Such critiques or reviews will be conducted jointly by the Division and the Forest Service. These analyses may be requested by the Jurisdictional, Supporting, or Protecting Agencies.

USE OF AND REIMBURSEMENT FOR SHARED RESOURCES

32. Appropriated Fund Limitation: Nothing herein shall be interpreted as obligating the Forest Service or the Division to expend funds, or as involving the United States or the Commonwealth in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for the work contemplated in this Agreement.

33. Reimbursable Assistance: Reimbursable Assistance refers to those fire suppression resources that are to be paid for by the Protecting Agency. Reimbursable Assistance resources must be requested by the Protecting Agency or supplied through automatic or mutual aid systems and must be recorded by the resource order process within the dispatching systems of both the Protecting Agency and Supporting Agencies or documented by the Incident Commander in the fire report. Resources not documented in this manner are not reimbursable. Except as otherwise provided, all costs incurred as the result of an incident and documented as stated above are generally reimbursable, such as but not limited to:

- A. Costs incurred for suppression and move-up and cover resources.
- B. Transportation, salary, benefits, and per diem of individuals assigned to the incident.
- C. Additional support dispatching services requested through a resource order.
- D. Cost of equipment in support of the incident; contract equipment costs and operating cost for agency equipment.
- E. Operating supplies for equipment assigned to the incident, such as fuel, oil, and equipment repairs.
- F. Aircraft, airport fees, foam and retardant costs.
- F. Agency-owned equipment and supplies lost, damaged, or expended by the Supporting Agency.
- G. Cost of reasonable and prudent supplies expended in support of the incident.
- H. Charges from the State for State-controlled resources such as inmate crews, National Guard resources, and county and local resources.

The qualified personnel of the Division, that serve in positions identified in Administratively Determined Rates Forms, are defined as cooperators, not contractors for the purposes of out-of-state fire management activities. Emergency Equipment Rental Agreements may be used to hire equipment and reimbursement rates for the equipment will follow Regional Incident Business Management Handbook guidance.

34. Duration of Assignments: Consideration must be given to the health and safety of personnel when assigned to fires. Agencies agree that Incident Commanders will release suppression resources to their primary responsibilities as soon as priorities allow. Incident Commanders shall also adhere to rest and rotation policies of respective responding agencies.

35. Cost Sharing: Responsible unit administrators (as defined in EXHIBIT A, Glossary) or their authorized representatives may prepare a cost share agreement. A general approach to cost sharing on incidents will be outlined in the Action Plan but can be superceded by an incident specific cost share agreement. See EXHIBIT C for a sample cost share agreement.

The Agencies agree that all reasonable and necessary costs incurred to meet the protection responsibilities within each Agency's Direct Protection Area will be the responsibility of that Agency. Typically, suppression actions and their associated costs are driven by perceived threat to values at risk. Values at risk may, in turn, require more intense suppression efforts and, therefore, higher suppression costs in one Agency's direct protection area than in another. These situations will be considered when determining each Agency's share of the costs for an incident.

For temporary support level functions or facilities established during periods of extraordinary fire danger or activity, similar cost sharing procedures may be used by the involved Agencies.

36. Procurement: The Division receives its procurement authority from State laws, and is therefore not subject to Federal procurement laws. Whenever the Division is responsible for the management of an incident (including an incident within the direct protection area of a Federal Agency), the Division will comply with State laws and regulations covering procurement. Procurement costs by one Agency in support of another that are reasonable and prudent may be charged back to the Protecting Agency.

37. Loaned Equipment: Equipment loaned by one party to another shall become the responsibility of the borrower, and shall be returned in the same condition as when received, fair wear and tear excepted. The borrower will repair or reimburse for damages in excess of normal wear and tear and will replace or reimburse items lost or destroyed.

38. Billing Procedures

A. Fire Suppression Billings:

1. When the Division is the supporting agency, the Division submits its billing to the Forest Service. The Forest Service will submit their billings to the Division when the Division is the jurisdictional agency.
2. Agencies will share their respective individual incident resource order numbers for cross referencing purposes.
3. **Billing Estimates/Timeframes:** On fires where costs are incurred pursuant to Annual Operating Plans, the billing Agency shall submit a bill or estimate for reimbursement as soon as possible, but not later than 180 days after the fire is controlled. If the total cost is not known at the time of initial billing, a partial bill, so identified, may be submitted. A final bill, so identified, will be issued within 180 days after control of the fire. After the final billing has been sent, and if additional costs are identified, a supplemental billing may be issued if agreeable to applicable parties.
4. **Billing Content:** Bills will be identified by funding code, fire name, location, jurisdictional unit, appropriate order number, and will be supported by adequate documentation, including applicable Cost Share Agreements.

5. Billing Addresses:

All bills for services provided to the Division will be mailed to the following address for payment:

Kentucky Division of Forestry
627 Comanche Trail
Frankfort, KY 40601

All bills for services provided to the Forest Service will be mailed to the following address:

USDA Forest Service
1700 Bypass Road
Winchester, KY 30391

- 8. Payment Due Dates:** All bills will have a payment due date 60 days after the date of issuance. If payment cannot be made before the 60 days expire, then a 30-day extension, with oral or written justification, may be requested.
 - 9. Disputed Billings:** Written notice that a bill is contested will be mailed to the billing agency within 60 days of issuance of the final bill, and will fully explain the area of dispute. Contested items will be resolved not later than 60 days following receipt of written notice. The uncontested portion of the bill will be paid and a new bill will be issued for the contested amount.
 - 10. Payments:** Payments will refer to the bill number and fire name and will be sent to the appropriate billing address.
 - 11. Late Payment Charges:** Late payment charges may be waived by the billing agency unless late payment charges are mandated or required by law. An agency may subtract unpaid obligations from bills received by agencies with delinquent payments.
- B. Billing for Escaped Prescribed Fires:** Wildfires resulting from escaped prescribed fires ignited by a party to this agreement on lands it manages, shall be the responsibility of that party. The party responsible for the prescribed fire will reimburse other parties to this agreement for all suppression costs of supporting agencies.

GENERAL PROVISIONS

39. Mutual Sharing of Information: The Division and the Forest Service will furnish to each other, or otherwise make available upon request, such maps, documents, instructions, records, and reports including, but not limited to, fire reports, time reports, and investigation and law enforcement reports as either party considers necessary in connection with the Agreement, in accordance with applicable Division and Federal rules and regulations.

40. Accident Investigations: Whenever an accident occurs involving the equipment or personnel of a Supporting Agency, the Protecting Agency shall take immediate steps to notify the Supporting Agency. As soon as practical, the Protecting Agency shall initiate an investigation of the accident. A team made up of appropriate representatives from affected agencies shall conduct the investigation.

41. Non-Wildland Fire and Medical Aid Responses: This Agreement is limited to wildland fire protection and does not include non-wildland fire protection and medical aid responses. However, this Agreement does not preclude agencies from supporting one another in emergency, non-fire situations as provided by their respective statutory authority, policies, procedures, or other agreements.

In the event of a Presidential Disaster Declaration, the Agencies may assist one another under the provisions of this agreement as long as requested resources are available and all other provisions of this agreement are met.

42. Previous Agreements: This Agreement is intended to replace other fire protection agreements. Those agreements will be reviewed and terminated as appropriate. Where other agreements exist that conflict with this agreement, this agreement will supercede all others.

43. Employment Policy: It is agreed that employees of the parties to this Agreement shall at all times be subject only to the laws, regulations, and rules governing their employment, regardless of agency, and shall not be entitled to compensation or other benefits of any kind other than specifically provided by the terms of their employment.

When State personnel are suppressing wildfires on lands for which the Forest Service are responsible and at such time when they are specifically assigned to the direct supervision of the Forest Service, such State, County, or Local Fire Service Entities personnel although not Federal employees for any other purposes, shall be considered as Federal employees for the purpose of the Federal Employees Compensation Act and Federal Tort Claims Act in consequence of the performance under this Agreement.

44. Suppression and Damage Collection: Nothing in this Agreement shall preclude the Forest Service or the State from collecting damages and suppression costs from third parties (civil actions for recovery will be taken independently) under the civil liability

provisions of Federal and/or State statutes and/or common law in a manner provided by applicable law. However, whenever such collections have the effect of reducing the net expenditures of the Billing Agency, then the bill will be reduced proportionate to the amount collected.

45. Waiver of Claims: The Division and Forest Service hereby waive all claims between and against each other for compensation for loss, damage, and personal injury, including death, to each other's property, employees, agents, and contractors occurring in the performance of this Agreement.

Agencies will be liable for their own actions during Mutual Aid response or Independent Action.

Any Division employee who participates in assistance under the terms of this Agreement who suffers disability or death as a result of personal injury arising out of and in the performance of duties in connection therewith, for the purpose of the Workmen's Compensation Act, is an employee of the Division.

46. Third Party Claims: Any liability to third parties which may arise under the performance of this Agreement shall be determined solely under the Federal Tort Claims Act as to the Forest Service and under the Laws of the Commonwealth of Kentucky as to the Division.

47. Amendments Procedure: This Agreement may be amended at any time by written mutual consent of all parties hereto.

48. Examination and Audit: Forest Service and the Division shall be subject to examination and audit for 3 years after final payment under the terms of this Agreement. Examination and audit shall be confined to those matters connected with the performance of this Agreement including, but not limited to, the cost of administration.

49. Civil Rights: The Cooperators shall comply with all Commonwealth of Kentucky and Federal statutes relating to nondiscrimination including, but not limited to: (a) the Civil Rights Act of 1964, which prohibits discrimination on the basis of race, color, handicap, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex.

50. Performance: Any party shall have the right to enforce this Agreement by any available remedy under the laws of the United States or the Commonwealth of Kentucky.

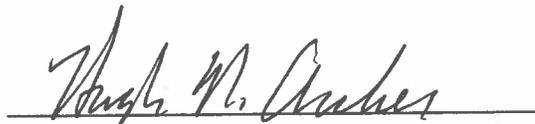
51. Duration of Agreement: The term of this Agreement shall commence for each Agency upon the date of their signature below and shall continue for 5 years, unless terminated earlier. Any party shall have the right to terminate this Agreement upon 30 days written notice to all parties.

THE PARTIES HERETO, as evidenced by their authorized signature below, have executed, and thereby entered into, this agreement upon the date of their signature below.



Leah W. MacSwords, Director
Division of Forestry
Natural Resources and
Environmental Protection Cabinet

7/2/03
Date



Hugh N. Archer, Commissioner
Department for Natural Resources
Natural Resources and
Environmental Protection Cabinet

7/8/03
Date

APPROVED:

KENTUCKY NATURAL RESOURCES AND
ENVIRONMENTAL PROTECTION CABINET



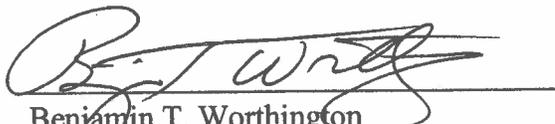
Henry C. List
Secretary, Natural Resources and
Environmental Protection Cabinet

7/15/03
Date



General Counsel
Office of Legal Services

7.11.03
Date



Benjamin T. Worthington
Forest Supervisor
Daniel Boone National Forest

8/5/2003
Date

**FOREST FIRE CONTROL
ACTION PLAN**

BETWEEN

COMMONWEALTH OF KENTUCKY
NATURAL RESOURCES &
ENVIRONMENTAL PROTECTION
CABINET
DIVISION OF FORESTRY

U.S. DEPARTMENT OF AGRICULTURE
FOREST SERVICE
DANIEL BOONE NATIONAL FOREST

This Action Plan is prepared in accordance with the provisions outline in the Interagency Cooperative Fire Management Agreement. Both parties agree—

I. RECIPROCAL SERVICES

- A. DETECTION – On a non-reimbursable basis each agency will coordinate detection services on Federal, State, and private lands, according to established guidelines.
- B. COMMUNICATIONS – Communications for cooperative operations will be provided in the following manger:
 - 1. Radio communications: A minimum of one Division of Forestry radio will be provided to the Kentucky Interagency Coordination Center (KICC) for the purpose of direct communications with cooperating personnel.
 - 2. Telephone communications: An exchange of current telephone directories will be made between the Division and the Daniel Boone National Forest to facilitate telephone communication necessary for cooperative operations.
- C. BORDERLINE INCIDENTS – The Forest Service and Kentucky Division of Forestry will confer and dispatch the most logical forces to handle the incident. In the event contact between the dispatchers cannot be made, each dispatcher shall send forces promptly to start suppression action on such borderline incidents, and each agency will be responsible for its expenditures.

Exchange of personnel, equipment, and services on borderline incidents is considered non-reimbursable under this agreement during the period of initial attack. Initial attack is generally defined as the first 24-hour period of fire suppression action.

Upon establishing responsibility for a borderline incident, the Incident Commander will coordinate actions using primarily the responsible agency's resources, but not limited to those resources during the period of initial attack.

- D. NON-BORDERLINE INCIDENTS OR SPECIAL CIRCUMSTANCES - Upon mutual agreement between the Forest Service and the Division, suppression and prevention resources may be shared for non-borderline and special circumstances at no cost to the requesting unit for the first 24-hour period. Following that period, a cost share agreement may be required with concurrence between agencies.
- Ability of the agencies to respond to requests for resources and related services will be limited by availability. Requests and specific arrangements shall be coordinated through the KICC.
- E. PREVENTION – Prevention programs will be conducted on a non-reimbursable basis. Each agency agrees to provide supplies, material, and personnel according to its own prevention plans. Agencies will work together in cases where feasible. Each cooperative activity will be conducted on a non-reimbursable basis. Agencies will confer frequently during the periods of high fire activity to coordinate information reaching the news media.
- F. TRAINING – The Division and Forest Service will regularly schedule fire training sessions. Attendance of the other agency’s training courses will be on a non-reimbursable basis. When slots are available in a course, the sponsor will accept a trainee from the other agency without charge. Each agency also agrees to cooperate in conducting training courses. Agencies will reimburse each other for per diem costs when appropriate.
- G. RESOURCES – The Division and Forest Service agree to exchange copies of Directories, Mobilization Plans, and Staffing Guides. These plans contain resource locations, costs, and use requirements.
- H. CLOSURE AND BURNING BAN ORDERS – All open burning may be banned by authority of KRS 149.401. Forest closures proclamation may be issued by authority of KRS 149.405 and by the Forest Service by authority of 36 CFR 264.5. These actions will be coordinated between agencies.
- I. FIRE WEATHER AND FIRE WEATHER STATIONS – The Daniel Boone National Forest and the Kentucky Division of Forestry maintain multiple automated fire weather stations. Each agency will be responsible for the upkeep and maintenance of the actual stations. The Kentucky Interagency Coordination Center (KIC) will be responsible for establishing the stations in the Weather Information Management System (WIMS) at Kansas City.
- J. WILDLAND FIRE TRAINING SIMULATOR – The Division and the Forest will share responsibility for the scheduling, staffing, use and maintenance of the Wildland Fire Training Simulator.
- K. INCIDENT COMMAND POST TRAILER – The Division may provide a travel trailer for conversion to a mobile incident command post (ICP). The Forest may provide materials for the conversion process. The Division may provide the

project labor. Both agencies will share responsibility for the use and maintenance of the ICP.

II. ADMINISTRATIVELY DETERMINED MOBILIZATION COSTS

- A. Upon request, to the extent feasible, the Kentucky Division of Forestry will provide personnel and equipment assistance to the Forest Service for those areas outside the boundaries of the Daniel Boone National Forest and within the contiguous United States and Alaska. This will also apply to these instances when it becomes necessary for the Forest Service to take action within Canada and Mexico on border fires threatening the National Forests.
- B. Division personnel shall be mobilized according to procedures outlined in the National Mobilization Guide and the Southern Area Mobilization Guide.
- C. Division personnel are assigned fire emergency duty under the provision of the appropriate Pay Plan for Emergency Firefighters, U.S. Department of Agriculture, Forest Service. State personnel must meet the physical fitness requirements as listed in the National Mobilization Guide.
- D. A qualified Crew Representative (CREP) may be assigned to each state crew if appropriate for the duration of the assignment.
- E. Crews dispatched on interagency fires will normally be available for fourteen days plus travel from time of initial dispatch.
- F. In the case when personnel are needed to transport emergency personnel to the pick-up or release point, they may be paid the applicable AD rate under the Pay Plan for Emergency Firefighters (Attachment A).

III. REIMBURSABLE AIRCRAFT SERVICES

- A. **Forest Service.** Members of the Forest's Fire Management Staff may approve services on a reimbursable basis.
- B. **Kentucky Division of Forestry.** Authority to request Forest Service controlled aircraft is delegated to the District Foresters of the Morehead, Hazard, Pineville, and Campbellsville Districts with concurrence of the Fire Management Chief. Direct authority is granted to the State Fire Management Chief. Requests shall be made through the Daniel Boone National Forest Dispatch Office. All other requests for reimbursable services, including fixed wing airtankers, will be approved by the Director or Fire Management Chief.

III. OFFSET SERVICES

The Division and the Forest Service agree to analyze and assess future offset areas.

IV. EFFECTIVE DATE

The term of this Agreement shall commence for each Agency upon the date of their signature below and shall continue for 5 years, unless terminated earlier. This plan may be amended or terminated by written mutual consent or may be terminated by either agency giving to the other at least 30 days written notice in advance; but, such termination shall not relieve either agency of obligations outstanding under the terms of the plan.

V. **RECOMMENDED FOR APPROVAL**



Leah W. MacSwords, Director
Division of Forestry
Natural Resources and
Environmental Protection Cabinet

7/2/03
Date



Hugh N. Archer, Commissioner
Department for Natural Resources
Natural Resources and
Environmental Protection Cabinet

7/8/03
Date

APPROVED:

KENTUCKY NATURAL RESOURCES AND
ENVIRONMENTAL PROTECTION CABINET



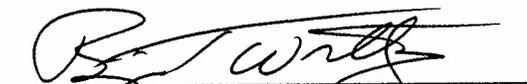
Henry C. List
Secretary, Natural Resources and
Environmental Protection Cabinet

7/15/03
Date



General Counsel
Office of Legal Services

7.11.03
Date



Benjamin T. Worthington
Forest Supervisor
Daniel Boone National Forest

8/5/2003
Date